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Department of Labour, Canada

PETER HEENAN

MINISTER OF LABOUR

Bulletin No. 9

Industrial Relations Series

Canadian Railway Board of Adjustment No. 1

Third Report of Proceedings of Board

FROM

OCTOBER 1, 1923, TO SEPTEMBER 30, 1927

In continuation of First Report issued under date of October 12, 1920,
covering period from August 7, 1918, to August 31, 1920

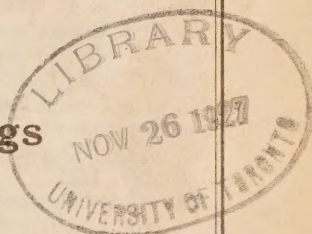
and

Second Report under date of October 1, 1923, covering period from September
1, 1920, to September 30, 1923

Official statement over signatures of Chairman and
Vice-Chairman of Board with record of cases
dealt with

Issued as a Supplement to the LABOUR GAZETTE, November 1, 1927.

OTTAWA
F. A. ACLAND
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1927



CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

Report of Proceedings of Board from October 1, 1923, to September 30, 1927

FOLLOWING is the third report of proceedings of the Canadian Railway Board of Adjustment No. 1, covering the period from October 1, 1923, to September 30, 1927. The First Report covering the period from August 7, 1918, to August 31, 1920, was published in the LABOUR GAZETTE, November, 1920. The Second Report, covering the period from September 1, 1920, to September 30, 1923, was published in the LABOUR GAZETTE, November, 1923.

The Canadian Railway Board of Adjustment No. 1 is representative of the various railways in Canada and of the following railway employees' organizations: The Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Engineers, the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Order of Railroad Telegraphers, and the International Brotherhood of Maintenance of Way Employees. The Board was established under an Order in Council, dated July 11, 1918, while the war was still in progress, its purpose being to secure uninterrupted service on the railways. The agreement for the establishment of the Board stated that the parties were united in their desire to avoid disputes or misunderstandings which would tend to lessen the efficiency of transportation

service in Canada during the war, and declared that the proposed Board should have authority to determine all differences which might arise between the railway companies and any of the classes of its employees who were parties to the agreement, including differences as to the interpretation or application of wage schedules or agreements.

Provision was made that, in the event of failure to adjust personal grievances or controversies concerning the interpretation of wage agreements, matters in dispute should be referred to the Board by the chief officer of the railway and the executive officer of the employees' organization concerned. Many of the disputes coming before the Board would in the ordinary course of events have fallen under the provisions of the Industrial Disputes Investigation Act, and entailed the establishment of Boards of Conciliation and Investigation. The decisions of the Board are binding upon the parties to the agreement. Provision was made in the agreement constituting the Board for the appointment of a referee in any case in which the Board might be unable to agree upon an award, but in no case has it been found necessary to appoint a referee. In all the decisions given since the establishment of the Board, its members have been unanimous in their opinion.

CANADIAN RAILWAY BOARD OF ADJUSTMENT NO. 1

ROOMS 701-702, BANK OF NOVA SCOTIA BUILDING,

263 ST. JAMES ST.

MONTREAL, QUE., October 1, 1927.

CANADIAN Railway Board of Adjustment No. 1 operated under the Agreement dated August 7, 1918, from its inception, during and following the war, under Article 18 of the Original Agreement, to April 15, 1921, when a New Agreement was executed by the representatives of the parties concerned, and has continued to operate under this latter Agreement during the period covered by the accompanying report.

The Memorandum of Agreement referred to reads as follows:—

MEMORANDUM OF AGREEMENT made between The Railway Association of Canada, acting for the Railways of Canada, whose names appear in Appendix "A" hereof, members thereof, of the one part; and

The Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Order of Railroad Telegraphers, and the United Brotherhood of Maintenance of Way Employees and Railway Shop Labourers, acting for the said classes of employees of the said railways, of the other part.

Whereas the parties hereto, guided by a desire to aid in the preservation of industrial peace in the Dominion of Canada, have resolved upon the appointment of a Board composed of members to be selected as hereinafter prescribed, which shall have full power and authority to determine all differences which may arise between any of the said railways and any of the classes of its employees above-mentioned, and which are not settled between the officers and employees of the railway concerned, including the interpretation of wage schedules or agreements, having due regard to the rights of the several classes of employees and of the railways respectively.

Now, therefore, it is agreed by and between the parties as follows:—

1. The Board appointed in pursuance of the terms of agreement dated August 7th, 1918, between the parties hereto, known as Canadian Railway Board of Adjustment No. 1 shall be continued subject to change or dissolution as provided for herein.

2. The Board shall consist of twelve members, six to be selected by the Railway Association of Canada and compensated by the railways, and six by the Executive Officers of the organizations of employees hereinbefore named, and compensated by such organizations.

3. The officers of the Board shall consist of a Chairman and a Vice-Chairman who shall be members of the Board and elected by the Board, and a Secretary appointed by the Chairman subject to approval of the Board.

The Chairman and Vice-Chairman shall serve for a period of one year from date of election. In case of vacancy, the position shall be filled for unexpired portion of term by the election of a member of the Board.

The Chairman or Vice-Chairman shall preside at meetings of the Board, and both are required to vote upon the adoption of all decisions by the Board.

4. The Board shall meet regularly at stated times and continue in session until all matters placed before it at the commencement of the session in accordance with its regulations, have been considered.

5. Unless otherwise mutually agreed, all meetings of the Board shall be held in the City of Montreal, P.Q., provided that the Board shall have authority to empower two or more of its members to conduct hearings and pass upon controversies when properly submitted, at any place designated by the Board, provided, further, that such division of the Board shall not be authorized to make final decision. All decisions shall be made, approved, or ratified by the Board as herein provided.

6. Should a vacancy occur in the Board such vacancy shall be filled immediately by the same appointive authority which made the original selection.

7. The Board shall render decisions on all matters of controversy arising from interpretations of wage agreements and other matters in dispute, as provided in the preamble hereof, and when submitted to the Board in accordance with its regulations.

8. All disputes, including personal grievances, or controversies arising or pending under interpretation of wage agreements between officials of a railway and its employees covered by this agreement, are to be handled in the usual manner by General Committees of the employees up to and including the Chief Operating Officer of the railway, (or someone officially designated by him), when if an agreement be not reached, the Chairman of the General Committee of employees may refer the matter to the Executive Officer of the organization concerned, and if the contention of the Employees' Committee is approved by such Executive Officer, then the Chief Operating Officer of the railway and the Executive Officer of the organization, shall refer the matter with all supporting papers to the Board, which shall promptly hear and decide the case, giving due notice to the Chief Operating Officer of the railway and to the Executive Officer of the organization of the time set for hearing.

9. No matter will be considered by the Board unless officially referred to it in the manner herein described, provided, however, that no case having origin in circumstances which occurred prior to August 7th, 1918, (date of original agreement between Canadian Railway War Board and Labour Organizations upon which Canadian Railway Board of Adjustment No. 1 was founded), shall be referred to the

Board except those arising out of disputes properly pending at the above-mentioned date.

10. In hearings before the Board, the railway shall be represented by such person or persons as may be designated by the Chief Operating Officer, and the employees shall be represented by such person or persons as may be designated by the Executive Officer of the organization.

11. All clerical and office expenses will be borne equally by The Railway Association of Canada and the Organizations above-mentioned. The railway directly concerned and the organizations involved in a hearing, respectively, will assume any expense incurred in presenting a case.

12. In each case an effort should be made by the disputants to present a joint, concise statement of facts, but the Board is fully authorized to require information in addition to such statement of facts, and may call upon the Chief Operating Officer of the railway or the Executive Officer of the organization for additional evidence, either oral or written. In event of a joint statement not being submitted, each disputant should furnish the other with a copy of his individual statement and each should give the other a copy of his supporting statement of the contention.

13. All decisions of the Board shall be approved by a majority vote of all members of the Board, except that in the event of a member of the Board presenting a case, such member shall not vote upon the decision of the case, and in order that the voting strength of each side may be equal, a member of the opposite side of the Board shall also refrain from voting.

14. After a matter has been considered by the Board, in the event a majority vote cannot be obtained, any six members of the Board may elect to refer the matter upon which no decision has been reached to a referee to be unanimously agreed upon by the Board, and in case of failure to agree, application shall be made to the Minister of Labour of the Dominion of Canada for appointment of a referee.

15. The Board shall keep a complete and accurate record of all matters submitted for its consideration, and of all decisions made by the Board.

16. A report of all cases decided, including the decisions, will be filed with the Railway Association of Canada, with the Chief Operating Officer of the railway affected, and with the Executive Officer of the organization concerned.

17. It is further agreed that the Board shall have like authority to determine differences between any of the railways represented herein and any other classes of employees of such railways, and between any steam railway in Canada not represented herein and the employees thereof, provided that the parties to the dispute shall make joint submission of the case to the Board and shall agree that the decision of the Board shall be accepted by each party as final and binding.

18. This Agreement shall remain in full force and effect until amended or terminated in accordance with the terms of Clause 19 hereof.

19. Should it be so desired by the Railway Association of Canada, representing the railways, or a majority of the Executive Officers of the organizations, representing the employees, this Agreement may be amended or terminated at any time during its existence upon service of thirty days' notice by the one party upon the other.

Signed on behalf of each of the above-named parties this 15th day of April, A.D. 1921.

THE
RAILWAY ASSOCIATION OF CANADA,
By (Sgd.) GRANT HALL,
Chairman, Operating Committee.

THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS,
(sgd.) W. S. STONE,
By Ash Kennedy, A.G.C.E.

THE BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEERS,
(Sgd.) W. S. CARTER, President.
By Geo. K. WARK, Vice-President.

THE ORDER OF RAILWAY CONDUCTORS,
(Sgd.) L. E. SHEPPARD, President.
By S. N. B.

THE BROTHERHOOD OF RAILROAD
TRAINMEN,
(Sgd.) W. G. LEE, President.
By J. M.

THE
ORDER OF RAILROAD TELEGRAPHERS,
(Sgd.) E. J. MANION, President.
By J. M. MEIN, Deputy President.

THE UNITED BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES AND
RAILWAY SHOP LABOURERS,
(Sgd.) E. F. GRABLE, President.
By W. D.

Appendix "A"

CANADIAN NATIONAL RAILWAYS.
CANADIAN PACIFIC RAILWAY.
DOMINION ATLANTIC RAILWAY.
EDMONTON DUNVEGAN AND BRITISH
COLUMBIA RAILWAY.
ESQUIMALT AND NANAIMO RAILWAY.
GRAND TRUNK RAILWAY.
GRAND TRUNK PACIFIC RAILWAY.
NEW BRUNSWICK COAL AND RAILWAY
COMPANY.
QUEBEC CENTRAL RAILWAY.
TEMISKAMING AND NORTHERN ONTARIO RAILWAY.
TORONTO, HAMILTON AND BUFFALO
RAILWAY.

During the period covered by this report the following changes have taken place in the personnel of the Board:—

February 12, 1924—Mr. J. M. Mein, Deputy President Order of Railroad Telegraphers, retired as member of the Board;

February 12, 1924—Hon. G. D. Robertson, Vice-President Order of Railroad Telegraphers, succeeded Mr. J. M. Mein as representative of the Order of Railroad Telegraphers;

August 11, 1925—Mr. C. G. Bowker, General Manager, Canadian National Railways, Central Region, retired as member of the Board;

August 11, 1925—Mr. A. E. Warren, General Manager, Canadian National Railways, Central Region, succeeded Mr. C. G. Bowker as representative of the Railways;

March 8, 1927—Mr. R. H. Cobb, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers, succeeded Mr. Ash Kennedy, deceased, representing the Brotherhood of Locomotive Engineers.

Officers Elected During Period

Mr. GEO. HODGE, re-elected Chairman, October 17, 1924, December 9, 1925, July 6, 1927;
 Mr. ASH KENNEDY, re-elected Vice-Chairman October 17, 1924, December 9, 1925;
 Mr. S. N. BERRY, Senior Vice-President, Order of Railway Conductors, elected Vice-Chairman March 8, 1927, succeeding the late Mr. Ash Kennedy, Assistant Grand Chief, Brotherhood of Locomotive Engineers.

Deceased Member

February 3, 1927—Mr. Ash Kennedy, Assistant Grand Chief Brotherhood of Locomotive Engineers, at Venice, Florida, U.S.A.

The Board at present consists of the following members:—

Mr. Geo. HODGE, Assistant General Manager, Canadian Pacific Railway, Eastern Lines, *Chairman*.
 Mr. S. N. BERRY, Senior Vice-President, Order of Railway Conductors, *Vice-Chairman*.
 Mr. A. D. MAC TIER, Vice-President, Canadian Pacific Railway, Eastern Lines.
 Mr. W. V. TURNBULL, Vice-President, Brotherhood of Maintenance of Way Employees,
 Mr. W. J. BABE, Vice-President, Brotherhood of Railroad Trainmen,

Mr. H. H. LYNCH, Vice-President, Brotherhood of Locomotive Firemen and Engineers.

Mr. A. E. CRILLY, Chief of Wage Bureau, Canadian National Railways,

Mr. H. T. MALCOLMSON, General Manager, Toronto, Hamilton and Buffalo Railway Company,

Mr. S. B. CLEMENT, Chief Engineer, Temiskaming and Northern Ontario Railway Commission,

Hon. G. D. ROBERTSON, Vice-President, Order of Railroad Telegraphers,

Mr. A. E. WARREN, General Manager, Canadian National Railways, Central Region.

Mr. R. H. COBB, Assistant Grand Chief Engineer, Brotherhood of Locomotive Engineers.

The accompanying condensed statement of the cases which have been submitted to the Board for consideration, and the decisions rendered in regard to them, as well as the financial statement covering the period from October 1, 1923, to September 30, 1927, are issued as a matter of record for the information of all concerned or interested, and in continuation of former reports: No. 1 issued under date of August 31, 1920, covering the period from August 7, 1918, to August 31, 1920; and No. 2, covering period from September 1, 1920, to September 30, 1923.

Copies of decisions in individual cases, giving in detail the facts and conditions involved, may be obtained on application to the Secretary of the Board, 263 St. James street, Montreal, Que.

GEO. HODGE,
Chairman.

S. N. BERRY,
Vice-Chairman.

CASES

Railways	Case Numbers	Total cases
CANADIAN NATIONAL RAILWAYS—		
<i>Atlantic Region</i>	188, 189, 190, 191, 192, 193, 194, 220, 223, 224, 231, 232, 233, 234, 235, 236, 247, 267, 283, 284, 285, 290.....	22
<i>Central Region</i>	182, 198, 207, 225, 250, 251, 256, 257, 258, 270, 271, 272, 287, 291, 292, 303.....	16
<i>Western Region</i>	183, 184, 185, 186, 187, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 221, 222, Sup. 1 to 187, 229, 230, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 252, 253, 259, 260, 261, 262, 268, 281, 282, 288, 293, 294, 295, 296, 297, 298, 299, 300, 301, 304, 305, 306, 307, 308, 309, 310.....	58
CANADIAN PACIFIC RAILWAY—		
<i>Eastern Lines</i>	None.	
<i>Western Lines</i>	181, Sup. 1 to 139, 195, 196, 197, 199, 200, 201, 202, 203, 204, 205, 206, 226, 227, 228, 254, 255, 264, 265, 266, 274, 275, 276, 277, 278, 279, 280, 286, 289, 302.....	31
TEMISKAMING AND NORTHERN ONTARIO RAILWAY COM- MISSION	248, 269, 273.....	3
KETTLE VALLEY RAILWAY	249.....	1
ESQUIMAULT AND NANAIMO RAILWAY	263.....	1
Organizations		
Brotherhood of Locomotive Engineers	188, 189, 190, 191, 192, 193, 208, 230, 231, 232, 233, 234, 235, 236, 249, 265, 273.....	17
Brotherhood of Locomotive Firemen and Enginemen	188, 189, 190, 191, 192, 193, 208, 230, 231, 232, 233, 234, 235, 236, 249, 265.....	16
Order of Railway Conductors	183, 184, 185, 187, 194, 196, 197, 199, 200, 201, 202, 203, 204, 205, 206, 214, 215, 216, 217, 218, 219, 221, 222, Sup. 1 to 187, 230, 237, 238, 239, 243, 244, 245, 248, 256, 258, 261, 262, 265, 273, 286, 293, 294, 295, 296, 297, 298, 299, 300, 301, 304.....	49
Brotherhood of Railroad Trainmen	182, 183, 184, 186, 194, Sup. 1 to 139, 195, 207, 210, 211, 212, 213, 220, 223, 224, 229, 230, 239, 240, 241, 242, 243, 244, 245, 246, 248, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 270, 271, 273, 278, 279, 280, 286, 287, 292, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310.....	58
Order of Railroad Telegraphers	181, 198, 225, 226, 227, 247, 252, 253, 254, 255, 265, 266, 269, 274, 275, 276, 277, 281, 282, 288, 289, 291.....	22
Brotherhood of Maintenance of Way Employees	209, 228, 250, 251, 267, 268, 272, 283, 284, 285, 290.....	11

ABBREVIATIONS

Railways.
C.N.R. (A.R.)...Canadian National Railways, At-
lantic Region.
C.N.R. (C.R.)...Canadian National Railways, Cen-
tral Region.
C.N.R. (W.R.)...Canadian National Railways,
Western Region.
C.P.R. (W.L.)...Canadian Pacific Railway, West-
ern Lines.
K.V.Ry.....Kettle Valley Rly.
T. & N.O.....Temiskaming and Northern Ont-
ario Railway Commission.
E & N Rly....Esquimault and Nanaimo Railway

Organizations.
B.L.E.....Brotherhood of Locomotive En-
gineers.
B.L.F. & E.....Brotherhood of Locomotive Fire-
men and Enginemen.
O.R.C.....Order of Railway Conductors.
B.R.T.....Brotherhood of Railroad Trainmen
O.R.T.....Order of Railroad Telegraphers.
M. of W.E.....Brotherhood of Maintenance of
Way Employees.

Third Report of Proceedings—Summary of Cases Submitted to the Board from October 1, 1923,
to September 30, 1927.

Case Nos.	DATE				Parties to Dispute	QUESTION	Synopsis of Decision
	Application	Papers completed	Case Heard	Decision Rendered			
181	Dec. 22, 1923	Jan. 5, 1924	Feb. 12, 1924	Feb. 13, 1924	O.R.T. and C.P.R., W.L.	Holiday Claim of A. Agent of Yorkton, Sask., for two weeks off in 1922 to apply as holidays covering 1921	Claim of Employees denied but as circumstances in this case were result of misunderstanding suggested that Company give case further consideration.
182	Nov. 9, 1923	Nov. 9, 1923	Dec. 11, 1923	Dec. 12, 1923	B.R.T. and C.N.R., C.R.	Claim of Yardmen of Capreol, Ont., for time Conductor and crew worked in Capreol Yard May 2, 1922.	In view of all the circumstances the claim of Employees denied.
183	Nov. 9, 1923	Dec. 5, 1923	Dec. 11, 1923	Dec. 12, 1923	O.R.C., B.R.T. and C.N.R., W.R.	Claim for minimum day for extra service performed by crews of mixed trains between Whitefish and Mackies, a distance of 4.4 miles beyond the schedule territory of their train.	Claim of Employees sustained.
184	Dec. 5, 1923	Dec. 7, 1923	Dec. 11, 1923	Dec. 12, 1923	O.R.C., B.R.T. and C.N.R., W.R.	Claim of Employees for terminal detention on track $\frac{1}{2}$ mile long extending from the west switch of the Fort William loop to Midway from the time this track was built until the extension of the double track west from Midway.	Claim of Employees denied.....
185	Nov. 9, 1923	Dec. 7, 1923	Dec. 11, 1923	Dec. 12, 1923	O.R.C. and C.N.R., W.R.	Claim for reinstatement of Conductor	Circumstances did not warrant reversal of position taken by Railway, but further consideration by Railway recommended to determine if discipline already applied might not sufficiently meet the case.
186	Dec. 7, 1923	Dec. 7, 1923	Dec. 11, 1923	Dec. 12, 1923	B.R.T. and C.N.R., W.R.	Claim of passenger trainmen for pay for time putting away train equipment after arrival at home terminal.	It is the Board's opinion that the term "held," 2nd par. Clause "D," Art. 1 of Trainmen's Schedule is not intended to cover time ordinarily occupied in putting away train boxes, etc., and the Board so decides. When, however, due to local or other conditions, Trainmen are unduly delayed in performing work of this character, the Board decides that Clause D, Art. 1, applies.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

Third Report of Proceedings—Summary of Cases Submitted to the Board from October 1, 1923, to September 30, 1927.—Continued

Case Nos.	DATE				Parties to Dispute	QUESTION	Synopsis of Decision
	Application	Papers Completed	Case Heard	Decision Rendered			
187	Dec. 7, 1923	Dec. 8, 1923	Dec. 11, 1923	Dec. 12, 1923	O.R.C. and C.N.R., W.R.	Claim of conductor for difference between Conductor and Brakeman's rate for time on trips actually made March 23rd to 27th, incl.	The evidence was contradictory as to the existence of a Spare Board at this point. If it is established that there was a "Spare Board" there, in accordance with the provisions of the schedule, the claim of the employees is denied. If, however, it is shown that there was not a "Spare Board" there, the claim of the Employees is sustained.
188	Jan. 14, 1924	Jan. 14, 1924	Feb. 12, 1924	Feb. 13, 1924	B.L.F. & E., and C.N.R., A.R.	Claim of Engineer and Fireman for mileage allowance for terminal service.	In view of the runs in question being over one hundred miles in length, the claim of the Employees is sustained.
189	Jan. 14, 1924	Jan. 14, 1924	Feb. 12, 1924	Feb. 13, 1924	B.L.F. & E., and C.N.R., A.R.	Claim of engine crew of No. 5 train out of Halifax for mileage for terminal service in addition to road mileage.	In view of the run in question being less than 100 miles, and completed within the limit of the day's work from the time of first reporting for duty, the claim of the Employees is denied.
190	Jan. 14, 1924	Jan. 14, 1924	Feb. 12, 1924	Feb. 13, 1924	B.L.F. & E., and C.N.R., A.R.	Change made in method of paying engine crews assigned to trains 33 and 34 between Pictou and Oxford Junction.	On the evidence submitted the run in question may be properly compensated under the eight within ten hour rule. (Art. 2, Clause B, of Schedule).
191	Jan. 14, 1924	Jan. 14, 1924	Feb. 12, 1924	Feb. 13, 1924	B.L.F. & E., and C.N.R., A.R.	Payment of rate to hostlers employed at St. John, N.B.	Claim of employees sustained.
192	Jan. 14, 1924	Jan. 14, 1924	Feb. 12, 1924	Feb. 13, 1924	B.L.F. & E., and C.N.R., A.R.	Method of payment of fireman accompanying dead engine.	Claim of employees sustained.
193	Jan. 14, 1924	Jan. 14, 1924	Feb. 12, 1924	Feb. 13, 1924	B.L.F. & E., and C.N.R., A.R.	Method of payment of engine crews running suburban trains between Halifax and Windsor Junction.	Claim of employees denied.
194	Jan. 30, 1924	Jan. 30, 1924	Feb. 12, 1924	Feb. 13, 1924	O.R.C., B.R.T. and C.N.R., A.R.	Employment of Milk Clerk on trains 313 and 314 (Milk Trains) between Truro and Halifax to handle milk shipments and empty cans.	On the evidence submitted the service rendered by the Milk Clerk does not constitute a violation of the Trainmen's Schedule. The claim of the employees is therefore denied.

Sup. 1 to 139	Jan. 26, 1924	Jan. 26, 1924	Feb. 13, 1924	Feb. 13, 1924	B.R.T. and W.L.	C.P.R., W.L.	The claim for Dec. 3rd, 1921, should be disposed of subject to the designation of the shift by the Company as the Sunday assignment in accordance with the decision of the Board in case 139.
195	Feb. 15, 1924	Feb. 25, 1924	Apr. 8, 1924	April 14, 1924	B.R.T. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Medicine Hat for irregularities in performance of duties in handling passengers.
196	Mar. 6, 1924	Mar. 17, 1924	April 8, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Winnipeg for irregularities in performance of duties in handling passengers.
197	Mar. 6, 1924	Mar. 17, 1924	April 8, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Moose Jaw for irregularities in performance of duties in handling passengers.
198	Feb. 28, 1924	Feb. 28, 1924	April 9, 1924	April 14, 1924	O.R.T. and C.R.	C.N.R., C.R.	Dismissal of Operator at St. Leonard Junction for failure to deliver "31" train order.
199	Mar. 6, 1924	Mar. 17, 1924	April 8 and 9, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor for irregularities in performance of duties in handling passengers.
200	Mar. 6, 1924	Mar. 17, 1924	April 9, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Winnipeg for irregularities in performance of duties in handling passengers.
201	Mar. 6, 1924	Mar. 17, 1924	April 9, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Moose Jaw for irregularities in performance of duties in handling passengers.
202	Mar. 6, 1924	Mar. 17, 1924	April 9, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Winnipeg for irregularities in handling passengers.
203	Mar. 6, 1924	Mar. 17, 1924	April 10, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Moose Jaw for irregularities in performance of duties in handling passengers.
204	Mar. 6, 1924	Mar. 17, 1924	April 10, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Moose Jaw for irregularities in performance of duties handling passengers.
205	Mar. 6, 1924	Mar. 17, 1924	April 10, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Brandon for irregularities in performance of duties handling passengers.
206	Mar. 6, 1924	Mar. 17, 1924	April 10, 1924	April 14, 1924	O.R.C. and W.L.	C.P.R., W.L.	Dismissal of Conductor of Moose Jaw for irregularities in performance of duties handling passengers.
207	May 28, 1924	Oct. 4, 1924	Oct. 14, 1924	Oct. 17, 1924	B.R.T. and C.R.	C.N.R., C.R.	Seniority rights of Yardman at Cherry St. Yard, Toronto.

Claim of employees sustained to extent of reinstatement without pay for time lost.

Claim of Employees denied.

Contention of employees denied.

Claim of Employees sustained to extent of reinstatement without pay for time lost.

Claim of Employees denied.

Claim of employees sustained to extent of reinstatement without pay for time lost.

Claim of Employees denied.

Claim of employees sustained to extent of reinstatement without pay for time lost.

Claim of Employees denied.

Claim of Employees sustained to extent of reinstatement without pay for time lost.

Claim of employees sustained to extent of reinstatement without pay for time lost.

In view of all the circumstances the Board decides that the Yardman shall be permitted to exercise his full seniority rights and be paid for time lost between Oct. 9, 1923, and July 4, 1924, less amount earned in any other employment during that period.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

Third Report of Proceedings—Summary of Cases Submitted to the Board from October 1, 1923, to September 30, 1927.—Continued

Case Nos.	DATE				Parties to Dispute	QUESTION	Synopsis of Decision
	Application	Papers Completed	Case Heard	Decision Rendered			
208	Sept. 10, 1924	Sept. 15, 1924	Oct. 14 and 15, 1924.	Oct. 17, 1924	B.L.F. & E. and C.N.R., W.R.	Reinstatement of three Engineers...	Claim of employees sustained to extent of setting these men back on the seniority list to the date of their enlistment for military service.
209	Sept. 20, 1924	Sept. 24, 1924	Oct. 14, 1924	Oct. 17, 1924	M. of W. E. and C.N.R., W.R.	Whether Signalman at Tripp Crossing, B.C. is an employee of the Canadian National Railways or the British Columbia Electric Railway Co.	Contention of Railways sustained.
210	Sept. 27, 1924	Sept. 23, 1924	Oct. 9, 1924	Oct. 17, 1924	C.N.R., W.R.	Claim of Brakeman for pay for time held out of service.	Claim of Employees denied.
211	Sept. 27, 1924	Sept. 29, 1924	Oct. 14, 1924	Oct. 17, 1924	B.R.T. and C.N.R., W.R.	Dismissal of Brakeman.....	In view of all the circumstances the Board decides that the claim of Employees be sustained to the extent of reinstatement without pay for time lost.
212	Sept. 27, 1924	Sept. 29, 1924	Oct. 14, 1924	Oct. 17, 1924	C.N.R., W.R.	Interpretation of Art. 19 of G.T.P. Schedule dated April 1, 1918. Claim of Brakeman for payment for time lost.	Claim of Employees denied.
213	Sept. 27, 1924	Sept. 29, 1924	Oct. 14, 1924	Oct. 17, 1924	B.R.T. and C.N.R., W.R.	Interpretation of Art. 19, G.T.P. Schedule dated April 1, 1918. Claim of Passenger Trainmen.	Claim of Employees sustained.
214	Sept. 29, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor for 14 miles work train service en route in Jan., 1924.	Claim of Employees denied.
215	Sept. 29, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim for payment of detention time at Brandon, to Conductors.	Claim of Employees denied.
216	Sept. 24, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor for payment for terminal detention at Brandon.	Claim of Employees for terminal detention time in this case is sustained, road time to cease when terminal time commences.
217	Sept. 29, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor of Port Arthur for 934 miles.	From the evidence before the Board it is not apparent that the responsibility for the delay in Conductor resuming duty rests with the Railways. The claim of the Employees is denied.

218	Sept. 27, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor for dead head mileage Rainy River to Winnipeg, April 4, 1924.	Claim of Employees sustained.
219	Sept. 27, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor for 100 miles, trip Melville to mileage 4, Yorkton sub-division and return Nov. 2, 1923.	Claim of Employees sustained.
220	Dec. 1, 1924	Dec. 9, 1924	Dec. 9, 1924	Dec. 9, 1924	B.R.T. and C.N.R., A.R.	Claim of Conductor and crew. Method of payment.	In view of all the circumstances and crew having been paid more than if covering regular assignment, the claim of the Employees is denied.
221	Sept. 27, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor for 600 miles account taking light engine between Port Arthur and Neebing on six different occasions in January and February, 1924.	Claim of Employees sustained.
222	Sept. 29, 1924	Oct. 4, 1924	Oct. 16, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Claim of Conductor for extra mileage between Fort Frances and Rainy River.	Claim of Employees sustained.
Sup. 1 to 187	Sept. 27, 1924	Oct. 4, 1924	Oct. 15, 1924	Oct. 17, 1924	O.R.C. and C.N.R., W.R.	Further hearing in Case 187 (Claim of Conductor for difference between Conductor's rate and Brake-man's rate for time on trips actually made March 23 $\frac{1}{2}$ to March 27, inclusive.)	It being established that a Spare Board was in existence at Port Arthur, the claim of the Employees is denied. The Board, however, recommends that the interested parties confer and decide upon a mutually agreeable plan for a Conductors' Spare Board if such a Board is to be maintained.
223	Dec. 1, 1924	Dec. 1, 1924	Dec. 9, 1924	Dec. 9, 1924	B.R.T. and C.N.R., A.R.	Claim of Conductor for run-around.	Claim of Employees sustained.
224	Dec. 1, 1924	Dec. 1, 1924	Dec. 9, 1924	Dec. 9, 1924	B.R.T. and C.N.R., A.R.	Manning of Nos. 1, 2, 3 and 4 passenger trains between Halifax and Moncton, and Nos. 17 and 18 trains.	In view of evidence submitted the claim of employees denied, insofar as it affects the particular assignments referred to in the claim.
225	Jan. 17, 1925	Jan. 26, 1925	Feb. 10, 1925	Feb. 14, 1925	O.R.T. and C.N.R., C.R.	Claim of Despatcher in the amount of \$339.26 for time lost, expense incurred in moving back and forth between Rivière du Loup, Que., and Edmundston, N.B.	In view of all the circumstances in this particular case the Board feels an allowance should be made to Despatcher and considers the amount of \$125 a reasonable one.
226	Oct. 27, 1924	Jan. 19, 1925	Feb. 10, 1925	Feb. 14, 1925	O.R.T. and C.P.R., W.L.	Claim of Operators at Colonsay and Sutherland for overtime at pro rata rate for working on Thanksgiving Day, Nov. 12, 1923.	Claim of Employees sustained.
227	Jan. 12, 1925	Jan. 23, 1925	Feb. 10, 1925	Feb. 14, 1925	O.R.T. and C.P.R., W.L.	Proper wage rate to be applied to certain Assistant Agents' positions in Alberta and British Columbia.	The contention of the Company is sustained to the extent that the minimum rate of \$70 per month may be paid to positions properly classified as minimum positions.
228	Aug. 22, 1924	Feb. 4, 1925	Feb. 10, 1925	Feb. 14, 1925	B. of M. of W. E. and C.P.R., W.L.	Rental charged on section houses on three divisions of the British Columbia District.	Claim of Employees denied.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

Third Report of Proceedings—Summary of Cases Submitted to the Board from October 1, 1923, to September 30, 1927.—Continued

Case Nos.	DATE			Parties to Dispute	Question	Synopsis of Decision
	Application	Papers completed	Case Heard	Decision Rendered		
229	Jan. 12, 1925	Jan. 14, 1925	Feb. 10, 1925	Feb. 14, 1925	Dismissal of Switch Foreman at Saskatoon in February, 1924.	Claim of Employees sustained to extent of reinstatement.
230	Jan. 14, 1925	Jan. 16, 1925	Feb. 11, 1925	Feb. 14, 1925	Transportation of Employees between Port Arthur and Neebing.	The Railways should provide more adequate means of transportation to and from Neebing Yard.
231	Jan. 12, 1925	Feb. 3, 1925	Feb. 11, 1925	Feb. 14, 1925	Application of Art. 15. Allowance for doubling grades.	Contention of Railways sustained.
232	Jan. 12, 1925	Feb. 3, 1925	Feb. 11, 1925	Feb. 14, 1925	Claim of Engineer and Fireman for time while waiting at Bathurst June 15 and 16, 1924, to go into work train service.	Under all the circumstances in this particular case the claim of the Employees is sustained.
233	Jan. 12, 1925	Feb. 3, 1925	Feb. 11, 1925	Feb. 14, 1925	Payment of minimum allowance for preparatory and final time to engineers on switch engine.	Claim of Employees denied.
234	Jan. 12, 1925	Feb. 3, 1925	Feb. 12, 1925	April 15, 1925	Method of Payment of Firemen on trains Nos. 136 and 131 in short turn around service held on duty at turn around point to watch engine.	Manner of compensating crew defined.
235	Jan. 19, 1925	Jan. 19, 1925	Feb. 12, 1925	Feb. 14, 1925	Method of payment of engine crews of Nos. 296, 17 and 13 trains passenger.	Contention of Employees denied.
236	Jan. 19, 1925	Jan. 19, 1925	Feb. 12, 1925	Feb. 14, 1925	Method of payment of engine crews on Nos. 59 and 60, passenger.	That the compensation of 143 miles under the conditions stated is in accordance with the schedule.
237	Jan. 14, 1925	Feb. 10, 1925	Feb. 12, 1925	Withdrawn.	Claim of Conductor for round trip between Neebing and Atikokan, Dec. 26, 1923.	Withdrawn.
238	Jan. 14, 1925	Feb. 10, 1925	Feb. 12, 1925	Feb. 14, 1925	Claim of Conductor for piloting and deadheading.	Claim of Employees sustained.
239	Jan. 14, 1925	Jan. 14, 1925	Feb. 12, 1925	Feb. 14, 1925	Allowance of terminal detention at arrival terminal.	The minimum time for relieving any member of a train crew at the objective terminal should be the time at which the Conductor registers his train, delivers his bills and is relieved from duty.

240	Jan. 14, 1925	Jan. 14, 1925	Feb. 12, 1925	.....	B.R.T. and C.N.R., W.R.	Claim of brakeman for mileage made by his car from Port Arthur to Atikokan and return on Nov. 3 and 4, 1923.	Withdrawn.
241	Jan. 14, 1925	Jan. 14, 1925	Feb. 13, 1925	Feb. 14, 1925	B.R.T. and C.N.R., W.R.	Claim of brakeman for pay at yardmen's rates for switching at Woodlands (commercial) gravel pit. Interpretation of Rule 14 of Art. 5 of Schedule.	Claim of Employees sustained.
242	Jan. 14, 1925	Feb. 13, 1925	Feb. 13, 1925	Feb. 14, 1925	B.R.T. and C.N.R., W.R.	Claim of Yardmen for overtime on Nov. 1, 1923.	Claim of Employees denied.
243	Feb. 4, 1925	Feb. 9, 1925	Feb. 13, 1925	Feb. 14, 1925	O.R.C., B.R.T. and C.N.R., W.R.	Claim of Conductor and crew on way freight train No. 504 between Somerset and Fort Rouge March 29, 1924, for work train pay for time delayed at Bridge 68.3 Carman subdivision from 7-55K. until 9-56K. unloading cinders.	Claim of Employees sustained.
244	Feb. 4, 1925	Feb. 9, 1925	Feb. 13, 1925	Feb. 14, 1925	O.R.C., B.R.T. and C.N.R., W.R.	Claim for 100 miles by a Conductor and crew account another Conductor and crew being run out of Jasper on No. 2 at 24-12K. Dec. 9, 1923.	Claim of Employees denied.
245	Feb. 4, 1925	Feb. 9, 1925	Feb. 13, 1925	Feb. 14, 1925	O.R.C., B.R.T. and C.N.R., W.R.	Claim of a Conductor and crew for 100 miles account another Conductor and crew being run through Edson on train No. 2, Dec. 9, 1923.	Claim of Employees sustained.
246	Feb. 4, 1925	Feb. 9, 1925	Feb. 13, 1925	Feb. 14, 1925	B.R.T. and C.N.R., W.R.	Claim of brakemen for round trip Neenbing to Atikokan, Feb. 11, 1924.	Claim of Employees sustained.
247	Mar. 14, 1925	Mar. 23, 1925	April 14, 1925	April 15, 1925	O.R.T. and C.N.R., A.R.	Claim of Operator at Point Tupper, N.S., for dwelling, fuel and light perquisites at rate of \$5 per month.	Method of payment defined.
248	April 1, 1925	April 14, 1925	April 14, 1925	April 15, 1925	O.R.C., B.R.T. and T. & N.O.	Discipline placed against records of terminal.	That the crew were entitled to tie up on arrival at terminal after completion of eight hours or 100 miles, that they were unjustly disciplined and the discipline should be removed, that they should be paid for all time out of service.
249	April 6, 1925	April 8, 1925	April 14, 1925	April 15, 1925	B.L.F. & E. and K.V.R.	Engineer and Fireman.	Board concurred in offer of Management for increase of 5 cents an hour for Foremen, and 2 cents an hour for sectionmen; effective August 1, 1924.
250	Mar. 14, 1925	Mar. 14, 1925	July 14, 1925	July 15, 1925	M. of W.E. and C.N.R., C.R.	Claim of Section Gang, Mount Royal Tunnel, on account of shift changed from day to night hours.	

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1
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September 30, 1927.—Continued

CASE Nos.	DATE				Parties to Dispute	QUESTION	Synopsis of Decision
	Application	Papers Completed	Case Heard	Decision Rendered			
251	Mar. 14, 1925	Mar. 14, 1925	July 14, 1925	July 14, 1925	M. of W. E. and C.N.R., C.R.	Claim for back pay account of seniority standing.	Contention of Employees sustained provided seniority established under Sec. 1 of Wage Agreement No. 7 effective Nov. 1, 1922. Monies earned in other employment during period in question to be applied against amount of claim.
252	July 6, 1925	July 14, 1925	July 14, 1925	July 15, 1925	O.R.T. and C.N.R., W.R.	Swing despatchers assignment between Melville and Biggar.	Overtime payments denied. Board recommends to Railways further special consideration of case with view to either abolish assignment or change hours of duty to remove cause for hardship.
253	July 13, 1925	July 13, 1925	July 14, 1925	July 15, 1925	O.R.T. and C.N.R., W.R.	Rates of pay for Agent at Hanna, Alta., in lieu of dwelling facilities.	Claim of Employees as to salary adjustment from date agent vacated dwelling sustained, with recommendation that parties to dispute agree on fair rate for position. Withdrawn—Settlement reached.
254	July 18, 1925	July 25, 1925	Aug. 11, 1925	.....	O.R.T. and C.P.R., W.L.	Filling position of Agent at Melfort, Sask.	Withdrawn—Settlement reached between parties.
255	July 18, 1925	July 25, 1925	Aug. 11, 1925	.....	O.R.T. and C.P.R., W.L.	Dismissal of Agent at Strathmore, Alta.	Contention of Employees sustained.
256	July 17, 1925	July 17, 1925	Aug. 11, 1925	Aug. 12, 1925	O.R.C., B.R.T. and C.N.R., C.R.	Claim of Freight Brakemen for through freight rates while assisting baggage men on regular passenger trains.	
257	July 17, 1925	July 17, 1925	Aug. 11, 1925	Aug. 12, 1925	B.R.T. and C.N.R., C.R.	Manning of work trains working exclusively within yard limits and rate of pay that should apply.	Under the agreement in effect yardmen required to perform any class of service within yard limits are entitled to yard rates. Recommendation that parties confer with view to reaching understanding as to manner in which work train service entirely within yard limits and partly within and partly without yard limits should be distributed between yardmen and roadmen.

258	July 17, 1925	July 17, 1925	Aug. 11, 1925	O.R.C., B.R.T. and C.N.R., C.R.	Claim of Conductor and crew for 100 miles on account of being run through Madawaska to Whitney and return.	Contention of Employees sustained.
259	Sept. 4, 1925	Sept. 10, 1925	Sept. 17, 1925	B.R.T. and C.N.R., W.R.	Payment for handling Government mail.	Claim of Employees sustained.
260	Sept. 4, 1925	Sept. 10, 1925	Sept. 17, 1925	B.R.T. and C.N.R., W.R.	Payment for handling express.	Contention of Employees sustained.
261	Sept. 4, 1925	Sept. 10, 1925	Sept. 17, 1925	O.R.C., B.R.T. and C.N.R., W.R.	Claim for payment into Notre Dame de Lourdes Eastbound.	Contention of Employees sustained to the extent of payment for time occupied or miles run in addition to pay for the regular trip.
262	Sept. 4, 1925	Sept. 10, 1925	Sept. 17, 1925	O.R.C., B.R.T. and C.N.R., W.R.	Payment of terminal time leaving and entering Neebing Yard.	Claim of Employees denied.
263	Nov. 14, 1925	Nov. 19, 1925	Dec. 8, 1925	B.R.T. and E. & N.R.	Payment of crews on the combination assignment Port Alberni subdivision.	Claim of Employees denied.
264	Dec. 2, 1925	Dec. 4, 1925	Dec. 8, 1925	B.R.T. and C.P.R., W.L.	Assignment of Yard Crews to six days a week including Sunday.	Claim of Employees denied.
265	June 6, 1925	Dec. 1, 1925	Dec. 8, 1925	B.L.E., B.L.F. & E., O.R.C., B.R.T., O.R.T. and C.P.R., W.L.	Transportation of Employees Coquitlam freight terminals.	Extra list—Means of transportation based on seniority at specified date determined.
266	Jan. 25, 1926	Feb. 4, 1926	Feb. 9, 1926	O.R.T. and C.P.R., W.L.	Discipline assessed Agent at Milk River, Alta.	Claim of Employees denied.
267	Jan. 14, 1926	Feb. 5, 1926	April 13, 1926	M. of W. E. and C.N.R., A.R.	Claim of Bridge and Building Employee for position of foreman.	Claim of Employees sustained.
268	Mar. 1, 1926	Mar. 4, 1926	April 13, 1926	M. of W.E. and C.N.R., W.R.	Claim of Pumpman for position of Pump Repairer.	Claim of Employees denied.
269	Feb. 3, 1926	Feb. 22, 1926	April 13, 1926	O.R.T. and T. & N.O.	Claim of Operator for difference in salary account of seniority.	Claim of Employee sustained.
270	Mar. 31, 1925	Mar. 31, 1925	April 13, 1926	B.R.T. and C.N.R., C.R.	Reinstatement of Brakeman.	Claim of Employees denied.
271	April 10, 1926	April 12, 1926	April 13, 1926	B.R.T. and C.N.R., C.R.	Claim of Brakeman for time held out of service account arrest.	Claim sustained for time from date reported for service after acquittal.
272	April 28, 1926	April 26, 1926	July 13, 1926	M. of W.E. and C.N.R., C.R.	Claim of Members of Section Gang Mount Royal Tunnel for overtime rates.	In view of provisions of 2nd paragraph, Clause (f) Sec. 2, Wage Agreement No. 7, providing for relief of one day in seven, the claim of employees is denied.
273	June 30, 1926	July 8, 1926	July 13, 1926	B.L.E., O.R.C., B.R.T. and T. & N.O.	What constitutes a "stop" in picking up car or cars and switching en route.	As rule adopted from Canadian Pacific Schedule interpretation of that Company should apply. Parties recommended to confer with view to mutually agreeing upon interpretation.
274	May 1, 1926	May 27, 1926	July 13, 1926	O.R.T. and C.P.R., W.L.	Claim of Telegraphers at Wycliffe, B.C., for calls between June 25 and Nov. 8, 1925.	Claim of Employees sustained.
275	May 1, 1926	May 17, 1926	July 14, 1926	O.R.T. and C.P.R., W.L.	Claim that a telegrapher be employed at Proctor, B.C.	No present necessity for the maintenance of an operator at Proctor, B.C., and the claim of telegraphers therefore not sustained.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1
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September 30, 1927.—Continued

CASE Nos.	DATE				Parties to Dispute	QUESTION	Synopsis of Decision
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276	June 26, 1926	July 3, 1926	July 14, 1926	July 14, 1926	O.R.T. and C.P.R., W.L.	Claim of Operators at Banff for additional salary in lieu of Commercial telegraph commission.	Claim of Employees denied.
277	July 5, 1926	July 12, 1926	July 14, 1926	July 14, 1926	O.R.T. and C.P.R., W.L.	Payment of Relieving Despatchers when working part time as Operator.	Claim of Employees sustained.
278	Aug. 6, 1926	Aug. 9, 1926	Oct. 12, 1926	July 6, 1927	B.R.T. and C.P.R., W.L.	Application of Art. 3, Clause (c) of Yardmen's Schedule. Time of starting crews.	In yards where yard crews are working regular assignments under the provisions of Art. 3 of the agreement referred to, one or more independent assignments working regularly may be started at any time during the 24 hour period excepting between 12 midnight and 6.30 a.m.
279	Aug. 6, 1926	Aug. 9, 1926	Oct. 12, 1926	Oct. 12, 1926	B.R.T. and C.P.R., W.L.	Payment for deadheading performed between Moose Jaw and Medicine Hat in connection with manning of passenger train assignment.	Contention of Employees denied.
280	Aug. 6, 1926	Aug. 9, 1926	Oct. 12, 1926	Oct. 12, 1926	B.R.T. and C.P.R., W.L.	Claim of Trainman for 359 hill miles when displaced off Field Hill assignment.	That the Trainman be paid for any time lost.
281	Sept. 23, 1925	Oct. 2, 1926	Oct. 12, 1926	Oct. 12, 1926	O.R.T. and C.N.R., W.E.	Interpretation and application of Rule 91 of the Standard Code of Train and Interlocking Rules.	Question of interpretation of General Train Order Rules is not a function of this Board. In the matter of compensation if the Operator is not relieved by proper written instructions from carrying out the provisions of Rule 91 he is entitled to pay for any overtime earned in carrying out its provisions.
282	Sept. 23, 1926	Sept. 23, 1926	Oct. 12, 1926	Withdrawn	O.R.T. and C.N.R., W.R.	Staff employees handling trains and performing telegraph duties on Vancouver Island Lines.	Case referred back to parties and withdrawn afterwards when satisfactory settlement was reached.
283	Nov. 17, 1926	Nov. 17, 1926	Mar. 8, 1927	Mar. 9, 1927	M. of W.E. and C.N.R., A.R.	Claim of Pumpman for payment for time lost.	The claim of employees denied. Pumpman's name, however, to be restored to Pumpman's seniority list.

284	Jan. 29, 1927	Jan. 29, 1927	Mar. 8, 1927	Mar. 9, 1927	M. of W.E. C.N.R., A.R. and Dispute re seniority of Bridge and Building Foreman, Halifax Division.	Claim of Employees denied.
285	Feb. 23, 1927	Feb. 23, 1927	Mar. 8, 1927	Withdrawn	M. of W.E. C.N.R., A.R. and Claim for time lost by Bridge and Building Foremen, Halifax Division.	Satisfactory settlement reached Case withdrawn.
286	Dec. 29, 1926	Mar. 4, 1927	Mar. 8, 1927	Mar. 9, 1927	O.R.C., B.R.T. and Interpretation of Article 7—Advertising assignments. C.P.R., W.L.	The Board does not find itself able to render any general interpretation for the proper application of this rule which would fairly meet all conditions and which might not prejudicially affect the interests of either the Company or the Employees, and the Board should only be called upon to deal with specific cases.
287	Jan. 3, 1927	Jan. 3, 1927	Mar. 8, 1927	Mar. 9, 1927	B.R.T. and C.N.R., C.R. Manning Motor Cars.	In the absence of any agreement to the contrary the schedule article referred to requires that there shall be one brakeman in a motor car train crew.
288	Nov. 9, 1926	Dec. 29, 1926	Mar. 9, 1926	Mar. 9, 1927	O.R.T. and C.N.R., W.R. Asst. Agents being called in place of Agents to meet passenger trains on Sundays.	Inasmuch as a punitive overtime rate is paid for the Sunday service specifically referred to, which is performed within the limits of the Agent's regular hours on week days the Board decides under all the circumstances and the existing conditions, that in this particular case the contention of employees is sustained to the extent that the agent should be allowed to perform the service referred to when such service is required. There having been in the opinion of the Board reasonable ground for a difference of opinion on the question, the Board also decides that the claim for back time is not sustained, and this decision shall be effective from the date hereof, the Company having already incurred expense for the service performed.
289	Mar. 4, 1927	Mar. 4, 1927	Mar. 9, 1927	Mar. 9, 1927	O.R.T. and C.P.R., W.I. Rates for Operators at Virden, Man.	The adjustment of any established rate of pay because of changed conditions, except as already provided in the schedule is a matter for negotiation between the Company and its employees.

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CASE Nos.	DATE				Parties to Dispute	QUESTION	Synopsis of Decision
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290	Oct. 7, 1926	Oct. 7, 1926	Mar. 8, 1927	Withdrawn	M. of W.E. and C.N.R., A.R.	Seniority of Bridge and Building Foreman, Halifax Division.	A mutually satisfactory settlement having been reached—Case withdrawn.
291	April 29, 1927	May 7, 1927	July 6, 1927	July 6, 1927	O.R.T. and C.N.R., C.R.	Claim of Operator for rate of pay as Relief Agent at Starkville, Ont.	Under the circumstances the claim of employees sustained to the extent that in the particular case in question the relieving Agent's rate should be paid.
292	June 4, 1927	June 4, 1927	July 6, 1927	July 6, 1927	B.R.T. and C.N.R., C.R.	Claim of Yardmen in Capreol Yard for a minimum day at road rates in addition to their regular yard pay for all short trips made to Hammer Pit.	Claim of Employees denied
293	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C. and C.N.R., W.R.	Dement marks assessed against record of Conductor.	Contention of Employees not sustained.
294	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C. and C.N.R., W.R.	Claim of Conductor for time lost account being held out of service from April 7 to June 9, 1925.	Contention of Employees not sustained.
295	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C. and C.N.R., W.R.	Payment of time consumed by Conductors at Neebing for delivering bills and registering trains.	Contention of Employees not sustained.
296	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C. and C.N.R., W.R.	Claim of Conductor for deadhead mileage Watrous to Edmonton, Jan. 2, 1927.	Contention of Employees not sustained.
297	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C. and C.N.R., W.R.	Payment of monthly guarantee to crews in freight service.	In view of circumstances in this particular case, the claim of the Employees is not sustained.
298	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C., B.R.T. and C.N.R., W.R.	Claim of Conductor and crew for being tied up at Weyburn, Oct. 27 and 28, 1926.	Under the circumstances in this particular case the claim of Employees is sustained.
299	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C., B.R.T. and C.N.R., W.R.	Claim of Conductor and crew for minimum day in through freight instead of work train service.	Claim of Employees not sustained.
300	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C., B.R.T. and C.N.R., W.R.	Turn around detention time at Drumheller, Alta.	When crews are not delayed entering yard at turn around points the claim of Employees is not sustained.

301	July 23, 1927	July 23, 1927	Sept. 13, 1927	Sept. 15, 1927	O.R.C., B.R.T. and C.N.R., W.R.	Payment of terminal time to crews on road detention.	Under the conditions stated the crews being on overtime the claim of Employees is sustained.
302	Aug. 23, 1927	Aug. 29, 1927	Sept. 13, 1927	Sept. 15, 1927	B.R.T. and C.P.R., W.L.	Dismissal of Conductor for irregularities in performance of duties while in charge of passenger train.	Contention of Employees not sustained.
303	Aug. 4, 1927	Aug. 11, 1927	Sept. 14, 1927	Sept. 15, 1927	B.R.T. and C.N.R., C.R.	Demotion of Switchtender, Ottawa, Ont.	Claim of Employees not sustained.
304	July 23, 1927	July 23, 1927	Sept. 14, 1927	Sept. 15, 1927	O.R.C., B.R.T. and C.N.R., W.R.	Claim of Conductor and crew for payment of time lost through being dismissed from service for booking rest at St. Paul, Oct. 27, 1926, also removal of demerit marks from records for same offence.	Claim of Employees not sustained.
305	July 21, 1927	July 21, 1927	Sept. 14, 1927	Deferred	B.R.T. and C.N.R., W.R.	Claim of Freight Trainmen for arbitrary payment of preparatory time.	Deferred pending further particulars from parties to dispute.
306	July 21, 1927	July 21, 1927	Sept. 14, 1927	Sept. 15, 1927	B.R.T. and C.N.R., W.R.	Claim of Passenger Trainman for payment for time taking engine to and from the shop tracks at Saskatoon and Kamsook under third paragraph, Clause D, Art. I, C. N. Trainmen's Schedule.	Contention of Employees sustained.
307	July 21, 1927	July 21, 1927	Sept. 14, 1927	Sept. 15, 1927	B.R.T. and C.N.R., W.R.	Claim of Grand Trunk Pacific Passenger Trainmen for arbitrary payment of any and all road detention time in accordance with Article 1, G.T.P. Schedule.	Contention of Employees sustained.
308	July 21, 1927	July 21, 1927	Sept. 14, 1927	Sept. 15, 1927	B.R.T. and C.N.R., W.R.	Claim of Grand Trunk Pacific Passenger Trainmen for payment of preparatory time under Article 8, G.T.P. Trainmen's Schedule.	Contention of Employees not sustained.
309	July 21, 1927	July 21, 1927	Sept. 14, 1927	Sept. 15, 1927	B.R.T. and C.N.R., W.R.	Claim of Passenger Trainmen on trains working between Winnipeg and Fort Frances for compensation for handling Government mail, under Rule 10, Art. 5, C. N. Trainmen's Schedule.	Contention of Employees not sustained.
310	July 21, 1927	Aug. 19, 1927	Sept. 14, 1927	Sept. 15, 1927	B.R.T. and C.N.R., W.R.	Claim of Assistant Yardmasters in Edmonton Terminals for standard wages since the amalgamation of the Grand Trunk Pacific Rly. and the Canadian Northern Railway in September, 1920.	Oral evidence in this case showed there was no violation of agreement on the part of the Railway Company and there was no schedule rule to govern. Under the circumstances the case is not properly within the Board's jurisdiction.

CANADIAN RAILWAY BOARD OF ADJUSTMENT No. 1

Receipts and Expenses, October 1, 1923, to September 30, 1927

RECEIPTS	EXPENSES
Balance in bank September 30, 1923.....\$ 1,428 30	Furniture, Board Room.....\$ 3 50
Received Oct. 1 to Dec. 31, 1923..... 1,980 00	Furniture, Office..... 25 75
Received Jan. 1 to Dec. 31, 1924..... 7,921 36	Office Supplies..... 150 15
Received Jan. 1 to Dec. 31, 1925..... 7,920 00	Printing..... 1,721 71
Received Jan. 1 to Dec. 31, 1926..... 7,920 00	Stationery..... 353 24
Received Jan. 1 to Sept. 30, 1927..... 5,995 00	Stamps, Postal and Revenue..... 210 00
	Rental and Taxes..... 8,908 56
	Telegraph and Telephone..... 378 01
	Insurance..... 33 75
	Lighting..... 46 82
	Distribution of Report..... 17 60
	Transportation charges..... 4 51
	Funeral tokens..... 70 00
	Wages, bonus and gratuities..... 19,460 00
	\$31,383 80
	Balance in bank September 30, 1927..... 1,780 86
\$33,164 66	\$33,164 66

NOTE—

Approximately:—

Subscribed by Railways.....\$15,868 18
 Subscribed by Organizations..... 15,868 18

Each Organization subscribed.....\$ 2,640 00 during 48 months.
 Averaging.....\$ 55 00 per month.